

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA  
PHILADELPHIA DIVISION

In re: WILTON RODRIQUEZ	)	
<b><u>Debtor(s)</u></b>	)	
	)	CHAPTER 13
AMERICREDIT FINANCIAL SERVICES, INC.	)	
dba GM FINANCIAL	)	Case No.: 18-10163 (MDC)
<b><u>Moving Party</u></b>	)	
	)	
v.	)	<b>Hearing Date: 4-28-20 at 10:30 AM</b>
	)	
WILTON RODRIQUEZ	)	
<b><u>Respondent(s)</u></b>	)	11 U.S.C. 362
	)	
WILLIAM C. MILLER	)	
<b><u>Trustee</u></b>	)	
	)	
	)	

**STIPULATION OF SETTLEMENT OF MOTION OF GM FINANCIAL FOR RELIEF  
FROM THE AUTOMATIC STAY**

This matter having been brought before the Court on a Motion For Relief From The Automatic Stay by William E. Craig, Esquire, attorney for AmeriCredit Financial Services, Inc. dba GM Financial ("GM Financial"), and the Debtor having opposed such Motion through his counsel, Brad J. Sadek, Esquire, and the parties having resolved said Motion as hereinafter set forth and by the agreement of all counsel the parties hereby stipulate;

**ORDERED:**

1. That GM Financial is the holder of a first purchase money security interest in a 2015 Nissan Pathfinder bearing vehicle identification number 5N1AR2MM1FC651143.
2. That the parties stipulate that the Debtor's account has arrears through April 2020 in the amount of \$1,572.46; that with the addition of counsel fees and costs for the instant motion in the amount of \$531.00, the total amount to be cured is \$2,103.46.
3. That the Debtor is to cure the arrearage set forth in paragraph two (2) above by making his regular monthly payment of \$433.74 plus an additional \$350.58 (total monthly payment of \$784.32) for the months of May through October 2020.

4. That commencing May 2020, if the Debtor fails to make any payment to GM Financial within thirty (30) days after the date it falls due, GM Financial may send, via facsimile and regular mail, the Debtor and counsel a written notice of default of this Stipulation. If the default is not cured within ten (10) days of the date of the notice, counsel may file a Certification of Default with the Court and serve it on all interested parties, and the Court shall enter an Order granting relief from the automatic stay.
5. That the parties agree that a facsimile signature shall be considered an original signature.

We hereby agree to the form and entry of this Order:

/s/ Brad J. Sadek

Brad J. Sadek, Esquire  
Attorney for the Debtor

/s/ William E. Craig

William E. Craig, Esquire  
Attorney for GM Financial